

## PRICING ADDENDUM FOR CREDIT CARD ACCOUNT AGREEMENT GENERAL TERMS

As of September 30, 2011

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>U.S. Prime Rate + 24.74%</b> This APR will vary with the market based on the U.S. Prime Rate ("Index Rate").
<b>APR for Cash Advances</b>	<b>U.S. Prime Rate + 24.74%</b> This APR will vary with the market based on the U.S. Prime Rate ("Index Rate").
<b>Paying Interest</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.

Fees	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b> <ul style="list-style-type: none"><li>Cash Advance</li></ul>	Either <b>\$10.00</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.
<b>Penalty Fees</b> <ul style="list-style-type: none"><li>Late Payment</li><li>Returned Payment</li></ul>	Up to <b>\$35.00</b> Up to <b>\$35.00</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See your Agreement for more details.

**Loss of Introductory or Promotional APR:** We may end your introductory or promotional APR and apply the regular APR for Purchases if you fail to make the Minimum Payment Due for your Account within 60 days after the Payment Due Date. Your introductory or promotional APR will also end when your introductory or promotional terms expire. See your Agreement for more details.

**How We Will Calculate Your Variable APRs:** Unless an introductory or promotional rate is in effect, we will add a "Margin" to an "Index Rate" to determine your variable APR. The Index Rate we use is based on the prime rate, and is subject to quarterly changes. The prime rate we use is the U.S. prime rate published in the Money Rates section of *The Wall Street Journal* on the first business day of the month preceding the month of the rate change date. If more than one U.S. prime rate is published that day, the average of the prime rates will be used. The rate change date for each quarter is the first day of the first billing cycle beginning on or after January 1, April 1, July 1, and October 1. If the prime rate increases, your APRs will increase. In that case, you may pay more interest and have a higher Minimum Payment Due. Daily periodic rates are calculated by dividing the applicable APR by 365.

**How We Will Calculate Your Penalty Fees:** The fee will be the lesser of the Minimum Payment Due or \$25.00. For any subsequent event within a rolling six month period, the fee will be the lesser of the Minimum Payment Due or \$35.00.

The information about the cost of credit is accurate as of September 30, 2011. This information may have changed after that date. To find out what may have changed, call us at 1-800-459-8451.

Variable Interest Rate Calculation	
Index Rate effective as of 09/30/2011	3.25%
Margin added to the Index Rate to determine your APR for Purchases and APR for Cash Advances	24.74%
APR for Purchases and APR for Cash Advances	27.99%

## CREDIT CARD ACCOUNT AGREEMENT GENERAL TERMS

**NOTICE TO CALIFORNIA CARDHOLDERS.** To our California customers who have discussed credit card terms and conditions with us or the Merchant in Spanish, Chinese, Korean, Vietnamese, or Tagalog:

Read the section titled INTERPRETER CERTIFICATION before you use your Account.

Lea la sección titulada CERTIFICACIÓN DEL INTERPRETE antes de usar su Cuenta.

在使用您的帳戶以前，請閱讀題為「傳譯員確認書」一節。

귀하의 계좌를 이용하기 전에 먼저 통역사 인증이라는 제목의 섹션을 읽으십시오

Độc mục tựa đề CHỨNG NHẬN THÔNG DỊCH VIÊN trước khi quý vị sử dụng Trương Múc của mình.

Basahin ang seksyon na pinamagatang SERTIPIKO NG TAGAPAGSALING-WIKA bago ninyo gamitin ang inyong Account.

These terms apply to your entire account:

**AGREEMENT.** This Credit Card Account Agreement General Terms includes the Important Terms of Your Credit Card Account, which is fully incorporated herein by reference, and constitutes your Agreement with us that covers your Account ("Agreement"). In this Agreement, the words "you" and "your" mean each person who signed the credit card account application. The words "we," "us" and "our" mean Wells Fargo Financial National Bank, 4455 Spring Mountain Road, Las Vegas, NV 89102. The word "Merchant" means any merchant who has a merchant agreement with us to participate in this credit card program. The word "Account" refers to the credit card account you have with us. If you have a joint Account, each of you are bound by this Agreement, and each of you are responsible for payment of the Outstanding Account Balance.

**DEFINITIONS.** The following capitalized terms used herein have the following meanings: (1) "Card" means any credit card or other credit instrument or device we may send to you for use with your Account; (2) "New Balance" is the Outstanding Account Balance as of a statement closing date; (3) "Outstanding Account Balance" means the sum of all unpaid amounts: in the regular subaccount, in all special subaccounts, and in the cash advance subaccount; (4) "Payment Stub" is the portion of your billing statement that is to be returned with your payment; and (5) "Remittance Address" is the address to which you mail your payment, as located on your Payment Stub. Other capitalized terms shall have the meanings set forth elsewhere in the Agreement.

**SIGNATURE.** Your signature on the credit card application means that you have read and agree to the terms of this Agreement. You acknowledge receipt of a copy of this Agreement.

**USE OF ACCOUNT.** The use of your Account by you or anyone permitted by you indicates your acceptance of the terms of this Agreement. You promise that all purchases made using your Account will only be for personal, family or household purposes.

**PROMISE TO PAY.** When you use your Account or let someone else use it, you promise to pay the total amount of the transaction as well as any interest or fees that may be due. All amounts owed must be paid in United States dollars.

**OVERVIEW OF ACCOUNT.** Your Account may be divided into two or more subaccounts so we can offer you special features. When you use your Account at a participating Merchant, the purchase will be part of your regular subaccount. If we cause the sales slip to indicate that special terms apply, the purchase will be part of a special subaccount. We may, at any time, grant you the ability to use your Account to obtain cash advances. If we do allow you to obtain cash advances, all cash advances will be part of your cash advance subaccount. Some parts of this Agreement apply to the entire Account and some parts apply to certain kinds of subaccounts.

**CREDIT LIMIT.** We will assign a credit limit to your Account ("Credit Limit"). We may also designate a percentage of the Credit Limit that is available for cash advance transactions, if applicable ("Cash Advance Credit Limit"). We may notify you of your Credit Limit (as well as any Cash Advance Credit Limit) at or before the time you receive your Card. You promise to use your Account only to the Credit Limit. In addition, if applicable, you agree you will not let your Cash Advance subaccount balance exceed the Cash Advance Credit Limit. We can change your Credit Limit (as well as any Cash Advance Credit Limit) at any time. If you use your Account for more than your Credit Limit (as well as any Cash Advance Credit Limit), you will remain liable for your Outstanding Account Balance, and we do not give up any of our rights.

**BILLING CYCLE.** A billing cycle is the interval between monthly billing statements. The statement closing date shown on a billing statement is the last day of the billing cycle for that billing statement.

**PAYMENT DUE DATE.** The Payment Due Date is the date the Minimum Payment Due is due to us and is shown on your billing statement.

**DEFAULT.** Your Account will be in default if any of the following conditions or events occur: (1) you fail to pay the Minimum Payment Due for your Account by the Payment Due Date; (2) you violate the terms of this Agreement; or (3) you file for bankruptcy. If your Account is in default, our rights include, but are not limited to, refusing to authorize further transactions on your Account, closing your Account, and, to the extent allowed by applicable law, requiring the immediate payment of your Outstanding Account Balance.

**LOST OR STOLEN CARDS AND LIABILITY FOR UNAUTHORIZED USE.** If you believe that your Card may have been lost or stolen or that your account number may have been used without your authorization, you must contact us immediately at the address or telephone number shown on your billing statement. You may notify us orally or in writing. You agree to assist us in determining the facts, circumstances, and other pertinent information relating to any loss, theft, or possible unauthorized use of your Card and to comply with such procedures as we may require in connection with our investigation. You will not be held liable for the unauthorized use of your Account.

**REFUSAL TO HONOR CARD.** We are not responsible for the refusal of anyone to honor your Card.

**UNLAWFUL TRANSACTIONS.** You agree that you will not use your Account for any transaction that is unlawful. In addition, we reserve the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through the Card transaction record or otherwise as engaged in such business.

**ASSIGNMENT.** We have the right to assign your Account to another creditor. You do not have the right to assign your Account.

**CHANGE IN TERMS OF YOUR ACCOUNT.** We can change or add to any terms of your Account at any time. We do not guarantee that the fees and the Annual Percentage Rates (APRs) on your Account are for any particular length of time. Future changes will be made in accordance with this Agreement and applicable law. We will provide you with such notice as is required by applicable law. Such changes may apply to the existing balances on your Account as well as to future balances in accordance with this Agreement and applicable law. If required by applicable law, we will permit you to reject certain types of changes, by providing us with an opt-out notice and closing your Account, and you would then be permitted to repay any Outstanding Account Balance on your Account without the rejected changes.

**RIGHT TO LIMIT OR CLOSE.** We may limit or close your Account, but the terms of this Agreement will apply until the Outstanding Account Balance is fully paid.

**DELAY IN ENFORCEMENT.** We may waive or delay enforcing any of our rights without losing them. We may waive or delay enforcing a right against one of you without waiving it as to the other.

**TELEPHONE MONITORING AND CONTACTING YOU.** From time to time we may monitor and record telephone calls regarding your Account to assure the quality of our service. You agree, in order for us to service your Account or to collect any amounts you may owe, that we may from time to time make calls and/or send e-mails and/or text messages to you, using prerecorded/artificial voice messages and/or through the use of an automatic dialing device, at any telephone number associated with your Account, including wireless telephone numbers that could result in charges to you, or at any e-mail address you provide to us.

**CHANGE OF NAME, ADDRESS, OR TELEPHONE NUMBER(S).** You are responsible for promptly notifying us of a change in your name, address (including any e-mail address(es) at which you agree to be contacted), or telephone number(s) (including any wireless telephone number(s)).

**CREDIT INFORMATION.** You promise that any information you give to us in connection with your application or Account is true and complete and understand that this information will be relied on by us in establishing your Account and in extending credit under your Account. We may report information we receive from you in connection with your Account and information about your transactions with us to credit bureaus and others as permitted by applicable law.

**AUTHORIZATION TO INVESTIGATE CREDIT INFORMATION AND OBTAIN CREDIT REPORTS.** You authorize us to investigate your credit, employment, assets, and income records and to verify your credit references. You authorize us to obtain credit reports on you in connection with your application, in connection with any review, enhancement or collection of your Account and for marketing purposes. You instruct any credit bureau to provide credit reports for these purposes to us or to any creditor to whom we assign your Account.

**NOTIFYING US OF INACCURATE INFORMATION.** You have the right to notify us if we report inaccurate information about your Account to the credit bureaus. Such notices should be sent in writing to us at: Wells Fargo Financial National Bank, P.O. Box 14595, Des Moines, IA 50306. Please include your account number and a description of the information that is incorrect.

**DISCLOSURE OF INFORMATION ABOUT YOU AND THIS ACCOUNT – CONSENT.** We may disclose information we receive from you in connection with your Account to the Merchants where you use your Card or Account and their corporate affiliates and to the sponsor of this credit card program if there is a sponsor. We may disclose information about transactions under your Account with the Merchants where the transactions occurred and their corporate affiliates and to the sponsor of this credit card program if there is a sponsor. The sponsor of a credit card program is a franchisor, manufacturer, distributor of goods or an association of providers of goods or services or both goods and services that has arranged with us to make this credit card program available to Merchants associated with the sponsor. They may use this information to offer additional products to you and for other marketing purposes. You consent to these disclosures and use of information. We may also disclose information about you and your Account to nonaffiliated third parties as permitted or required by law.

**APPLICABLE LAW.** This Agreement is made in the state of Nevada. This Agreement is governed by applicable federal law and the law of the state of Nevada.

**MINIMUM INTEREST CHARGE.** If there is an interest charge due in any billing cycle that is less than \$1.00, you will be charged a minimum interest charge of \$1.00.

**FEES.** You agree to pay the following fees. Please see the accompanying Important Terms of Your Credit Card Account for the fee amounts applicable to your Account. These fees will be charged to your regular subaccount unless otherwise specified below:

**Late Payment Fee.** A late payment fee may be charged if we do not receive at least the Minimum Payment Due by the Payment Due Date printed on each billing statement.

**Returned Payment Fee.** A returned payment fee may be charged when a check or similar instrument is not honored, when it cannot be processed, or when an electronic debit is returned unpaid. This includes checks that you have authorized

us to write on your checking account. This fee may be charged if a payment check or similar instrument is not honored the first time it is presented for payment, even if it is honored when subsequently presented.

**Convenience Payment Fee.** To the extent allowed by applicable law, a convenience payment fee of \$10.00 may be charged if you request an expedited payment be made to your Account. The fee will be disclosed to you at the time of your request.

**Cash Advance Fee.** A cash advance fee may be charged to your cash advance subaccount each time you obtain a cash advance. The amount of the cash advance fee will be 5% of the amount of the cash advance, but not less than \$10.00 for any single cash advance. This fee is a finance charge that will be added to your cash advance subaccount balance on the date the transaction is posted to your Account.

**Attorneys Fees and Court Costs.** If you default and we refer your Account for collection to an attorney who is not our salaried employee, you agree to pay reasonable attorney's fees and actual court costs to the extent permitted by applicable law.

**MINIMUM PAYMENT.** You promise that by the Payment Due Date printed on each billing statement, you will pay at least the Minimum Payment Due for your Account. The Minimum Payment Due for your Account is the sum of any past due amounts, plus the minimum monthly payment for Regular Payment Terms (as described in the section REGULAR PAYMENT TERMS) plus the minimum monthly payment(s) for special subaccounts with Payment in Full/Equal Payments' or Custom Payments terms (as described in the Payment in Full/Equal Payments' and Custom Payments subsections of the SPECIAL PAYMENT TERMS section). The Minimum Payment Due may also be referred to as the Total Minimum Payment, and is listed on your Payment Stub.

**REGULAR PAYMENT TERMS.** Unless a sales slip indicates that a subaccount has payment terms of Payment in Full/Equal Payments' or Custom Payments terms, all subaccounts will have Regular Payment Terms. The minimum monthly payment for Regular Payment Terms will be the greater of: (1) \$35.00 (or if the new balance of the applicable subaccount(s) is less than \$35.00, the minimum monthly payment will be the new balance amount); (2) 3.5% of the highest new balance of the applicable subaccount(s); or (3) the sum of interest charges (excluding accrued interest charges for special subaccount(s) with no interest option interest terms), fees assessed to your Account during the current billing cycle, and 1% of the highest new balance of the applicable subaccount(s).

**PAYMENT REQUIREMENTS.** Conforming Payments are payments mailed to the Remittance Address using the Payment Stub and envelope enclosed with your billing statement, or generally, made via our web site. Conforming Payments received in our post office box at the Remittance Address on or before 5:00 p.m. local time at the Remittance Address will be credited as of the date of receipt. Conforming Payments received in our post office box at the Remittance Address after 5:00 p.m. local time at the Remittance Address will be credited as of the next day. Cut-off times for Conforming Payments made via our web site will be disclosed at the time of the transaction. Non-Conforming Payments are payments made by any other means and may not receive credit for up to five days after the date of receipt. Non-Conforming Payments include, but are not limited to, placing the Payment Stub and envelope enclosed with your billing statement in another envelope. You may pay your Outstanding Account Balance in full or more than the Minimum Payment Due at any time. Payment of more than the Minimum Payment Due but less than the Outstanding Account Balance will not relieve you of the obligation to make the Minimum Payment Due in the next billing cycle.

**IRREGULAR PAYMENTS.** We may accept late payments, partial payments, post-dated checks, or any form of payment containing a restrictive endorsement, without losing any of our rights under this Agreement. Our acceptance of checks or money orders labeled "payment in full", or words to that effect, will not constitute an accord and satisfaction nor a waiver of any rights we have to receive full payment. If you intend to claim to pay your Account in full with an amount less than the total Outstanding Account Balance, payments must be sent to: Wells Fargo Financial National Bank, P.O. Box 14453, Des Moines, IA 50306. Please note that such a payment will not discharge your full debt.

**APPLICATION OF PAYMENTS AND CREDITS.** To the extent that your monthly payment exceeds the Minimum Payment Due, we will allocate the excess amount first to special subaccounts with no interest option interest terms during the two full billing cycles immediately preceding expiration of the special terms period (if applicable), then to balances with the highest APR, and any remaining portion to balances with higher APRs before lower APRs. For purposes of this section only, special subaccounts with no interest option interest terms not in the two full billing cycles immediately preceding expiration of the special terms period are considered to have an APR of 0%. Otherwise, we will allocate payments in our sole discretion. In all cases, we will apply payments and credits in accordance with applicable law. We post payments to the billing cycle within which they are received and any payment amount in excess of the Minimum Payment Due are allocated based on the balances reflected on your last billing statement. If more than one payment is posted in a billing cycle, but there remains a balance on the Account, you will still be required to make the Minimum Payment Due in the subsequent billing cycle.

**SECURITY INTEREST.** To the extent permitted by applicable law, you hereby grant to us and we are retaining a purchase money security interest under the Uniform Commercial Code in the merchandise purchased on your Account until such merchandise is paid for in full. You agree to assist us in executing any documents necessary to perfect our security interest.

## REGULAR SUBACCOUNT

These terms apply to your regular subaccount:

**WHEN INTEREST IS IMPOSED.** We begin to impose interest charges on a transaction on the transaction date. For any transaction that occurred in a prior billing cycle, but which was not posted until the current billing cycle, we treat the beginning of the current billing cycle as the transaction date. The amount of any unpaid applicable fees will be included in the calculation of the average daily balance starting on the first day of the billing cycle following the cycle in which the fee posts to your Account. If you paid in full the new balance shown on your immediately preceding billing statement by the Payment Due Date (or if the new balance was zero), then you will not be charged any interest on the balance of purchases, or portion thereof, reflected on your current billing statement that you pay by the Payment Due Date. If at any time you pay the new balance on your current billing statement by the Payment Due Date, we may, but are not required to, waive interest from the billing statement date to the date the payment is received.

**PERIODIC RATE.** The daily periodic rate and corresponding APR used to figure the interest for the subaccount will be a variable rate, subject to quarterly changes, and based on the prime rate. The prime rate we use is the U.S. prime rate published in the Money Rates section of *The Wall Street Journal* on the first business day of the month preceding the month of the rate change date. If more than one U.S. prime rate is published on that day, the average of the prime rates will be used. If the prime rate is no longer published or is otherwise unavailable, we may select a comparable rate. The daily periodic rate and corresponding APR will increase if the prime rate increases and decrease if the prime rate decreases. An increase in the daily periodic rate and corresponding APR may increase the total amount of interest you pay on the subaccount. An increase in the daily periodic rate and corresponding APR may increase the amount of the minimum monthly payment of the subaccount. The rate change date for each quarter is the first day of the first billing cycle beginning on or after January 1, April 1, July 1, and October 1. The APR for a billing cycle is figured by adding 24.74 percentage points to the prime rate for that billing cycle. The daily periodic rate for a billing cycle is figured by dividing the APR by 365. Please see the accompanying Important Terms of Your Credit Card Account for the daily periodic rate and corresponding APR currently applicable to your Account.

**INTEREST CHARGE.** The total interest for the regular subaccount for a billing cycle will be the amount(s) obtained by applying the applicable daily periodic rate(s) to the applicable average daily balance(s) of purchases and multiplying the product(s) by the number of days in the current billing cycle.

**AVERAGE DAILY BALANCE OF PURCHASES.** We calculate the daily balances for purchases posted to the subaccount by starting with the beginning balance of purchases on the first day of the billing cycle. For each day in the billing cycle, we add the amount of all new purchases made, plus any applicable transactions or fees; and except for the first day of each billing cycle we add interest equal to the previous day's balance multiplied by the daily periodic rate; we subtract the amount of any payments or credits applied to the balance. This gives us the daily balance. Any daily balance that is a credit balance will be treated as zero. Then, to calculate your average daily balance each month, we calculate the daily balance for each day in the billing cycle, add the daily balances together, and divide that total amount by the number of days in the billing cycle. This gives us the "average daily balance." If you have paid in full the new balance from your immediately preceding billing statement by the Payment Due Date (or if the new balance was zero), then you will not be charged any interest on the balance of purchases, or portion thereof, on your current billing statement that you pay by the Payment Due Date. **You understand and acknowledge that this method of calculating interest results in daily compounding of interest.** To the extent that more than one daily periodic rate applies to the subaccount, we will calculate a separate average daily balance for each applicable daily periodic rate.

## SPECIAL SUBACCOUNTS

These terms apply to special subaccounts:

**SPECIAL TERMS.** We may from time to time allow you to make purchases at special terms. This part of your Agreement explains how these special terms apply. If a sales slip (including any documentation accompanying the purchase) or its equivalent indicates that special terms apply, then special terms apply for that purchase. You accept the special terms by making the purchase.

**SUBACCOUNT ESTABLISHED.** A purchase subject to special terms establishes a subaccount or subaccounts for the purchases listed on the sales slip. Special terms shown on a sales slip apply only to purchases listed on the sales slip. Purchases made under the same terms and that have special terms that end when the balance of the special subaccount is paid in full or that have special terms ending in the same billing cycle may be included in the same special subaccount, even if they were purchased separately.

**LENGTH OF SPECIAL TERMS.** The special terms for a purchase are in effect for the number of monthly billing cycles indicated on the sales slip or until the date indicated on the sales slip or billing statement. The length of time special terms are in effect is subject to our rights in the section TRANSFER TO REGULAR SUBACCOUNT.

**TRANSFER TO REGULAR SUBACCOUNT.** The unpaid balance of a special subaccount (and any accrued interest charges, if applicable) will be transferred to your regular subaccount at the end of the special terms but before the minimum payment is figured. We may, at our option (and in accordance with applicable law), transfer the unpaid balance of a special subaccount to your regular subaccount any time you fail to pay the Minimum Payment Due for your Account within 60 days after the Payment Due Date. When the unpaid balance of a special subaccount is transferred to your regular subaccount in connection with failing to pay the Minimum Payment Due as described above, the special terms will be suspended and the unpaid balance will be subject to

all the terms of your regular subaccount. You may qualify for reinstatement of special terms if: (1) you pay each of the Minimum Payments Due on your billing statements by their respective Payment Due Dates for six consecutive billing cycles beginning with the Payment Due Date immediately following the effective date that the unpaid balance of the special subaccount was transferred to your regular subaccount; and (2) the length of time the special terms in effect prior to the transfer has not already lapsed or otherwise expired. If you satisfy these conditions, the special interest terms may be reinstated effective on the first day of the billing cycle following the cycle in which the sixth consecutive Minimum Payment Due is received by the Payment Due Date. If a Payment in Full/Equal Payments' term applied prior to suspension of your special terms, such special payment terms may not be reinstated. If you fail to satisfy the conditions described above (including failing to pay any of the six consecutive minimum payments specified above), your special terms will immediately end and the unpaid balance (and accrued interest charges, if applicable) will be subject to all the terms of your regular subaccount.

**SPECIAL INTEREST TERMS.** A sales slip will indicate that one or more of the following special interest terms applies.

**No Interest.** If a sales slip says there is no interest, it means that there is no interest on the special subaccount for the purchases on that sales slip until the no interest special terms end. You may avoid interest on a no interest special subaccount by paying the balance of that special subaccount in full before the no interest special terms end.

**No Interest Option.** If a sales slip says no interest option, it means we figure interest (using a method that results in daily compounding of interest) on that special subaccount containing the purchases on that sales slip, but we do not add the interest to the balance you must pay to pay the special subaccount in full. Instead, the interest is added to the total interest for the special subaccount for prior months. This amount is called the accrued interest charge. If the special subaccount is not paid in full before the no interest option special terms end or if you fail to pay the Minimum Payment Due for your Account within 60 days of the Payment Due Date, the balance of that subaccount may be transferred to your regular subaccount. The daily periodic rate used in figuring the interest for the special subaccount and the corresponding APR are the same as those used for your regular subaccount. We figure the interest on a no interest option special subaccount by applying the daily periodic rate to the "average daily balance" of the special subaccount and multiplying the product by the number of days in the current billing cycle. The rate may vary along with the rate for your regular subaccount. We calculate the daily balances for purchases in the special subaccount by starting with the beginning balance of purchases on the first day of the billing cycle. For each day in the billing cycle, we add the amount of all purchases made, plus any applicable transactions or fees; and except for the first day of each billing cycle we add interest equal to the previous day's purchase balance multiplied by the daily periodic rate applicable to purchases, we subtract the amount of any payments or credits applied to the purchase balance. This gives us the daily balance of purchases. Any daily balance of purchases that is a credit balance will be treated as zero. Then, to calculate your average daily balance each month, we calculate the daily balance of purchases for each day in the billing cycle, add the daily balances together, and divide that total amount by the number of days in the billing cycle. This gives us the "average daily balance." Interest on a purchase in a no interest option special subaccount begins on the date the transaction is posted to your Account. You may avoid interest on a purchase in a no interest option special subaccount by making all required minimum monthly payments and paying that special subaccount in full before the special terms end. **You understand and acknowledge that this method of calculating interest results in daily compounding of interest.**

**Special Rate.** If a sales slip shows a special rate, it means that the APR shown on that sales slip (and the corresponding daily periodic rate equal to the APR divided by 365) will be used to figure interest for that special subaccount instead of the daily periodic rate applicable to the regular subaccount. The balance on which interest is computed will be figured using the same method used for your regular subaccount. Interest is calculated and applied to the special subaccount using the same method as described in the regular subaccount.

**Regular Rate.** If a sales slip shows a regular rate, it means that the APR and the corresponding daily periodic rate used to figure interest for that special subaccount are the same as those used for your regular subaccount, which, if applicable may vary. The balance on which interest is computed will be figured using the same method used for your regular subaccount. Interest is calculated and applied to the special subaccount using the same method as described in the regular subaccount.

**SPECIAL PAYMENT TERMS.** A sales slip will indicate that one or more of the following special payment terms applies.

**Payment in Full/Equal Payments'.** If a sales slip says that Payment in Full or 'Equal Payments' is required, it means the minimum monthly payment for a special subaccount for the purchase listed on that sales slip is the amount required to pay the special subaccount in full, in monthly payments during the length of time indicated on the sales slip. The minimum monthly payment required during the Payment in Full or 'Equal Payments' period will be in an amount required to pay the unpaid balance of the special subaccount at the beginning of the first full billing cycle of the Payment in Full or 'Equal Payments' period, in full, in monthly payments, rounded to the next higher whole cent. Because of rounding, the final monthly payment could be less than the other payments. If you pay each minimum monthly payment as required for the Payment in Full or 'Equal Payments' special subaccount, the special subaccount will be paid in full at the end of the special terms period.

**Custom Payments.** If a sales slip says that the payment terms are Custom Payments and gives a fraction, or a percent, it means that the minimum monthly payment for the special subaccount is that fraction, or percent, of the highest new balance

of the special subaccount. If the sales slip says that the payment terms are Custom Payment terms and gives a dollar amount and a time period, it means the minimum monthly payment for the special subaccount will be the dollar amount given for the length of time indicated on the sales slip.

## CASH ADVANCE SUBACCOUNT

These terms apply to your cash advance subaccount:

**WHEN INTEREST IS IMPOSED - CASH ADVANCES.** Interest figured by applying the daily periodic rate will be imposed on cash advances from the transaction date until the day they are paid in full. There is no time period within which to pay to avoid this interest.

**PERIODIC RATE.** The daily periodic rate and corresponding APR used to figure the interest for the subaccount will be a variable rate, subject to quarterly changes, and based on the prime rate. The prime rate we use is the U.S. prime rate published in the Money Rates section of *The Wall Street Journal* on the first business day of the month preceding the month of the rate change date. If more than one U.S. prime rate is published on that day, the average of the prime rates will be used. If the prime rate is no longer published or is otherwise unavailable, we may select a comparable rate. The daily periodic rate and corresponding APR will increase if the prime rate increases and decrease if the prime rate decreases. An increase in the daily periodic rate and corresponding APR may increase the total amount of interest you pay on the subaccount. An increase in the daily periodic rate and corresponding APR may increase the amount of the minimum monthly payment of the subaccount. The rate change date for each quarter is the first day of the first billing cycle beginning on or after January 1, April 1, July 1, and October 1. The APR for a billing cycle is figured by adding 24.74 percentage points to the prime rate for that billing cycle. The daily periodic rate for a billing cycle is figured by dividing the APR by 365. Please see the accompanying Important Terms of Your Credit Card Account for the daily periodic rate and corresponding APR currently applicable to your Account.

**INTEREST CHARGE.** The total interest for the cash advance subaccount for a billing cycle will be the amount(s) obtained by applying the applicable daily periodic rate(s) to the applicable average daily balance(s) of cash advances and multiplying the product(s) by the number of days in the current billing cycle.

**AVERAGE DAILY BALANCE OF CASH ADVANCES.** We calculate the daily balances for cash advances posted to the subaccount by starting with the beginning balance of cash advances on the first day of the billing cycle. For each day in the billing cycle, we add the amount of all new cash advances made, plus any applicable transactions or fees; and except for the first day of each billing cycle we add interest equal to the previous day's cash advance balance multiplied by the daily periodic rate; we subtract the amount of any payments or credits applied to the cash advance balance. This gives us the daily balance of cash advances. Any daily balance of cash advances that is a credit balance will be treated as zero. Then, to calculate your average daily balance each month, we calculate the daily balance of cash advances for each day in the billing cycle, add the daily balances together, and divide that total amount by the number of days in the billing cycle. This gives us the "average daily balance." **You understand and acknowledge that this method of calculating interest results in daily compounding of interest.** To the extent that more than one daily periodic rate applies to the subaccount, we will calculate a separate average daily balance for each applicable daily periodic rate.

## OTHER IMPORTANT INFORMATION

**INTERPRETER CERTIFICATION.** THIS CERTIFICATION APPLIES IF YOU CHOSE TO DISCUSS WITH US OR THE MERCHANT THE TERMS AND CONDITIONS OF YOUR ACCOUNT IN SPANISH, CHINESE, KOREAN, VIETNAMESE, OR TAGALOG.

By signing the credit card application, using or otherwise accepting the Card or related Account issued to you, you certify to Wells Fargo Financial National Bank (us) that: (1) You have received and discussed this Agreement with your interpreter and that you and your interpreter have been given an opportunity to discuss and negotiate with us or the Merchant the terms and conditions contained in these enclosed documents; (2) Your interpreter is at least 18 years old and is fluent both in English and in the language in which you chose to discuss with us or the Merchant the terms and conditions of your Account, and is not employed by or made available through the Merchant; (3) You understand and agree to the terms and conditions contained in these enclosed documents as written.

**CERTIFICACIÓN DEL INTÉRPRETE.** ESTA CERTIFICACIÓN ES DE APLICACIÓN SI USTED ELIGE DISCUTIR CON NOSOTROS O EL COMERCIANTE LOS TÉRMINOS Y CONDICIONES DE SU CUENTA EN ESPAÑOL.

Al firmar la solicitud de tarjeta de crédito, utilizar o de otra manera aceptar la tarjeta o cuenta relacionada que le hayamos emitido, usted certifica ante Wells Fargo Financial National Bank (nosotros) que: (1) usted ha recibido y discutido este acuerdo con su intérprete y se le ha otorgado a usted y a su intérprete la oportunidad de discutir y negociar con nosotros o el Comerciante los términos y condiciones contenidos en estos documentos adjuntos; (2) su intérprete tiene por lo menos 18 años de edad y domina con fluidez tanto el idioma inglés como el idioma en el cual usted decide discutir con nosotros o el Comerciante los términos y condiciones de su cuenta, y no está empleado o ha sido facilitado por el Comerciante; (3) usted comprende y conviene en los términos y condiciones contenidos en estos documentos adjuntos, según están escritos.

傳譯員確認書。如果您選擇用中文和我們或商家討論有關您的帳戶的條款和條件，本確認書適用。

如果您簽署信用卡申請書、使用或以其他方式接受富國銀行（Wells Fargo Financial National Bank，「我們」）核發給您的卡或相關帳戶，您即向我們確認：(1) 您已經收到並與您的傳譯員討論過本協議，而且您及您的傳譯員已有機會與我們或商

家討論、協商本文件中包含的條款及條件。(2) 您的傳譯員至少年滿18歲，並能夠流利使用英文和中文（您選擇用中文與我們或商家討論您帳戶的條款及條件），且該傳譯員並非商家僱員，亦非經由商家安排。(3) 您理解並同意本文件中包含的現有書面條款與條件。

통역사 인증. 귀하의 계좌 이용약관에 대해 저희 또는 가맹점과 한국어로 논의할 것을 선택하셨다면 이 인증이 적용될 것입니다.

카드 신청서에 서명하거나, 귀하에게 발행된 카드 혹은 관련 계좌를 사용하거나 수락함으로써 귀하는 Wells Fargo Financial National Bank(저희)에 다음에 명시된 사항을 보증하시게 됩니다.

(1) 귀하는 귀하의 통역사와 함께 이 동의를 받고 검토하였으며, 귀하와 귀하의 통역사에게 이 동봉된 서류들의 약정에 대해 저희 또는 가맹점과 논의하고 검토할 수 있는 기회를 드렸습니다.

(2) 귀하의 통역사는 18 세 이상이며, 영어와 귀하가 저희 또는 가맹점과 귀하의 이용약관에 대해 논의할 언어로 선택한 한국어에 모두 능통하며, 가맹점에서 또는 가맹점을 통해 고용하지 않았습니다.

(3) 귀하는 이 동봉된 서류들에 기재된 이용약관을 이해하며 그 내용에 동의합니다.

**CHUNG NHAN THÔNG DỊCH VIÊN. SỰ CHUNG NHAN NÀY ÁP DỤNG NẾU QUÝ VỊ ĐÃ QUYẾT ĐỊNH BÀN THẢO VỚI CHÚNG TÔI HAY NGƯỜI BÁN HÀNG VỀ CÁC ĐIỀU KIỆN VÀ ĐIỀU KHOẢN CỦA TRƯỞNG MỤC BẰNG TIẾNG VIỆT.**

Khi ký tên vào đơn xin thẻ tín dụng hoặc sử dụng hay chấp thuận Thẻ hoặc Truong Mục liên quan được cấp cho quý vị, quý vị chứng nhận với Wells Fargo Financial National Bank (chúng tôi) rằng: (1) Quý vị đã nhận được và bàn thảo bản Thỏa Thuận này với thông dịch viên của quý vị, và quý vị và người này đã có cơ hội bàn thảo và thương lượng với chúng tôi hay Người Bán Hàng về các điều khoản và điều kiện trong những văn kiện đính kèm này. (2) Thông dịch viên của quý vị đã ít nhất 18 tuổi và thông thạo cả Anh ngữ và ngôn ngữ mà quý vị chọn để thảo luận với chúng tôi hay Người Bán Hàng về các điều khoản và điều kiện của Truong Mục của quý vị. Thông dịch viên cũng không phải là nhân viên của Người Bán Hàng hoặc do Người Bán Hàng cung cấp cho quý vị. (3) Quý vị hiểu và đồng ý với các điều khoản và điều kiện chứa trong những văn kiện đính kèm này.

**SERTIPIKONG TAGAPAGSALING-WIKA. ANG KATIBAYANG ITO AY MALALAPAT KAPAG NAGPASIYA KAYONG MAKIPAG-USAP SA AMIN O SA MANGANGALAKAL UKOL SA MGA TAKDA AT KONDISYON NG INYONG ACCOUNT SA TAGALOG.**

Sa pagpirma ng aplikasyon para sa credit card, paggamit o kaya'y sa pagtanggap ng Card o kaugnay na Account na ibinigay sa inyo, pinapatunayan ninyo sa Wells Fargo Financial National Bank (kami) na: (1) Natanggap at napag-usapan ninyo ng inyong tagapagsaling-wika ang Kasunduang ito at kayo ng inyong tagapagsaling-wika ay nabigyan ng pagkakataon na makipag-usap at makipagkasundo sa amin o sa Mangangalakal tungkol sa mga takda at kondisyon na nilalaman ng mga nakalakip na dokumentong ito; (2) Ang inyong tagapagsaling-wika ay hindi kukulangin sa 18 taong gulang at matatas sa Ingles at wikang Tagalog na pinili ninyo upang makipag-usap sa amin o sa Mangangalakal tungkol sa mga takda at kondisyon ng inyong Account, at hindi siya tauhan ng Mangangalakal o nakuha sa pamamagitan ng Mangangalakal; (3) Naiintindihan ninyo at sumasang-ayon kayo sa mga takda at kondisyon na nilalaman ng mga nakalakip na dokumentong ito.

## NOTICES:

**IN CA:** A married applicant may apply for a separate account. After credit approval, each applicant will have the right to use this Account to the extent of any limit set by us, and may be liable for all amounts extended under this Account to any joint applicant.

**IN NY:** A consumer report may be requested in connection with this application or any update, renewal or extension of any credit granted as a result of this application. You will be informed upon request whether a report was requested and the name and address of the consumer reporting agency that furnished the report.

**IN OH:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**IN WI:** No provision of a marital property agreement (including a Statutory Individual Property Agreement pursuant to Sec. 766.587, Wis. Stat.), unilateral statement classifying income from separate property under Sec. 766.59, or court decree under Sec. 766.70 adversely affects the creditor unless the creditor is furnished with a copy of the document prior to the credit transaction or has actual knowledge of its adverse provisions at the time the obligation is incurred.

## NOTICE TO THE CARDHOLDER:

- 1. Do not sign this Agreement before you read it or if it contains any blank space.**
- 2. You are entitled to a completely filled in copy of this Agreement.**
- 3. You may at any time pay your total indebtedness.**
- 4. The Merchant has no right to enter unlawfully your premises or commit any breach of the peace to repossess goods purchased under this Agreement.**
- 5. You may cancel a transaction if it has not been signed at the main office or branch office of the Merchant, provided you notify the Merchant not later than midnight of the third business day (fifth business day in Alaska, fifteenth business day in North Dakota if you are 65 or older) after the day of the transaction (or, in Utah, after the day of the transaction or receipt of the product, whichever is later). If applicable, see the Notice of Cancellation for an explanation of buyer's rights.**

## YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Wells Fargo Financial National Bank  
P.O. Box 10475  
Des Moines, IA 50306

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in *writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

Wells Fargo Financial National Bank  
P.O. Box 10475  
Des Moines, IA 50306

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

## Important Terms of Your Credit Card Account

New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods. New York State Banking Department 1-877-BANK-NYS (1-877-226-5697)

### Interest Rates and Interest Charges

<b>Annual Percentage Rate (APR) for Purchases</b>	<b>0.00%</b> Introductory APR until January 1, 2016 on qualifying purchase(s); after that your APR will be <b>27.99%</b> . This APR will vary with the market based on the U.S. Prime Rate. The regular APR for Purchases will be <b>27.99%</b> . This APR will vary with the market based on the U.S. Prime Rate.
<b>APR for Cash Advances</b>	<b>27.99%</b> This APR will vary with the market based on the U.S. Prime Rate.
<b>Paying Interest</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.
<b>For Credit Card Tips from the Federal Reserve Board</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a> .

### Fees

<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b> <ul style="list-style-type: none"><li>Cash Advance</li></ul>	Either <b>\$10.00</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.
<b>Penalty Fees</b> <ul style="list-style-type: none"><li>Late Payment</li><li>Returned Payment</li></ul>	Up to <b>\$35.00</b> Up to <b>\$35.00</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See your Agreement for more details.

**Loss of Introductory or Promotional APR:** We may end your introductory or promotional APR and apply the regular APR for Purchases if you fail to make the Minimum Payment Due for your Account within 60 days after the Payment Due Date. Your introductory or promotional APR will also end when your introductory or promotional terms expire. See your Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Agreement.

**How We Will Calculate Your Penalty Fees:** The fee will be the lesser of the Minimum Payment Due or \$25.00. For any subsequent event within a rolling six month period, the fee will be the lesser of the Minimum Payment Due or \$35.00.

**Daily Periodic Rate:** The daily periodic rate used to figure interest for your Account is 0.07668%, which is calculated by dividing the APR by 365. This daily periodic rate will vary with the market based on the U.S. Prime Rate. See your Agreement for more details.

The information about the cost of the Card described in this Agreement is accurate as of September 2011. This information may have changed after that date. To find out what may have changed, call us at 1-800-459-8451.

### ARBITRATION AGREEMENT

This Arbitration Agreement ("Arbitration Agreement") is between Wells Fargo Financial National Bank (collectively "us" or "we" or "our"), including our assignees, agents, employees, officers, directors, shareholders, parent companies, subsidiaries, affiliates, predecessors and successors, and the Borrower ("you" or "your").

The parties agree as follows:

- (1) RIGHT TO ELECT TO ARBITRATE:** Any party covered by this Arbitration Agreement may elect to have any claim, dispute or controversy ("Claim") of any kind (whether in contract, tort or otherwise) arising out of or relating to this Agreement, or any prior or future dealings between us, resolved by binding arbitration. The foregoing notwithstanding, we shall not initiate an arbitration to collect a consumer debt, but reserve the right to arbitrate all other disputes with our consumer customers. If any party covered by this Arbitration Agreement elects arbitration, that election is binding on all parties to this Arbitration Agreement. A Claim may include, but shall not be limited to, the issue of whether any particular Claim must be submitted to arbitration, or the facts and circumstances involved with your signing of this Arbitration Agreement, or your willingness to abide by the terms of this Arbitration Agreement or the validity of this Arbitration Agreement. Any such election may be made at any time. All parties agree that no party has to initiate an arbitration proceeding before exercising remedies of self-help repossession, non-judicial foreclosure, replevin or other similar remedies. In addition, any party covered by this Arbitration Agreement retains the right to seek relief in small claims court for any Claim within the scope of the small claims court's jurisdiction. The filing of a lawsuit or the pursuit of other self-help remedies does not mean that any party has waived the right to subsequently elect to submit a Claim to arbitration.
- (2) RULES:** If arbitration is elected, it will be conducted pursuant to the rules of the American Arbitration Association which are in effect on the date a dispute is submitted to the American Arbitration Association. Information about the American Arbitration Association, its rules, and its forms are available from the American Arbitration Association on the internet at <http://www.adr.org> or from the American Arbitration Association at 335 Madison Avenue, Floor 10, New York, New York 10017-4605. Any hearing will take place in the county of your residence. The arbitrator shall be neutral and any party may require that the arbitrator be a retired federal judge. The arbitrator shall apply all applicable law and shall provide a written decision that includes findings of fact and conclusions of law. Judgment upon the award issued by the arbitrator may be entered in any court having jurisdiction.
- (3) CLASS CLAIMS OR CONSOLIDATED CLAIMS: THERE IS NO AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED AS A CLASS ACTION OR CONSOLIDATED WITH THE CLAIMS OF OTHER PERSONS.**
- (4) FEDERAL ARBITRATION ACT:** The parties agree this Agreement involves "interstate commerce" and shall be governed by the Federal Arbitration Act ("FAA"), Title 9, United States Code, and this Arbitration Agreement shall be governed by the provisions of the FAA.
- (5) FEES & COSTS:** If you start an arbitration proceeding, you agree to pay the initial filing fee required under the Rules up to a maximum of \$125. The American Arbitration Association may, in the event of extreme hardship on the part of any party, defer or reduce the administrative fees. We agree to pay for any part of the filing fee and any deposit required under the Rules in excess of \$125. We also agree to pay the costs of the arbitration proceeding. If we start an arbitration proceeding, we will pay the filing fee, any deposit required under the Rules, and the costs of the arbitration proceeding. Each party shall be responsible for their own attorney, witness, and expert fees and costs unless this Agreement (or applicable law) provides otherwise.
- (6) CALIFORNIA RESIDENTS ONLY:** In the event that Borrower is a California resident, this Arbitration Agreement shall apply only to disputes in which the Borrower seeks to recover for himself or herself an amount of money, not including attorney fees and costs, that exceeds the jurisdictional dollar limit of the Small Claims Court.
- (7) LIMITATION OF RIGHTS: IF ARBITRATION IS ELECTED BY ANY PARTY UNDER THIS ARBITRATION AGREEMENT: (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE RULES; (C) YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; (E) THIS ARBITRATION AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND US; (F) IF ANY PROVISION OF THIS ARBITRATION AGREEMENT IS HELD TO BE INVALID, THE INVALID PROVISION SHALL NOT AFFECT THE ENFORCEMENT OF ANY OTHER PROVISION OF THIS ARBITRATION AGREEMENT, EXCEPT THAT IF PARAGRAPHS 3, 6 OR 7(C) ARE HELD TO BE INVALID, THEN THIS ARBITRATION AGREEMENT SHALL BE NULL AND VOID IN ITS ENTIRETY.**

**READ THIS ARBITRATION AGREEMENT CAREFULLY. IT LIMITS CERTAIN RIGHTS, INCLUDING YOUR RIGHT TO PURSUE A CLAIM IN COURT AND YOUR RIGHT TO HAVE A JURY TRIAL.**